

COLLECTIVE BARGAINING AGREEMENT

Between

**KINGSBURY GENERAL
IMPROVEMENT DISTRICT**

And

**THE INTERNATIONAL UNION OF
OPERATING ENGINEERS
STATIONARY LOCAL 39, AFL-CIO**

July 1, 2013 to June 30, 2016

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is made and entered into by and between the **KINGSBURY GENERAL IMPROVEMENT DISTRICT**, hereinafter referred to as the "District", and the **INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY LOCAL 39, AFL-CIO**, hereinafter referred to as the "Union", and has as its purpose the promotion of harmonious labor relations between the District and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 - RECOGNITION

1.1.1 The District recognizes the Union as the exclusive bargaining agent for employees in an occupation, which is included in the recognized bargaining unit. Occupations, which are included in the recognized bargaining unit, are listed in Appendix "B" to this Agreement.

1.1.2 The term "employee" or "employees" as used in this Agreement shall refer only to employees employed by the District who perform the functions of an occupation which is included in the recognized bargaining unit.

1.1.3 The term "full time employee" as used in this Agreement shall apply only to employees who are employed to work forty (40) hours or more per week.

1.1.4 The term "regular employee" as used in this Agreement shall apply only to full or part time employees other than seasonal employees. "Seasonal Employees" are employed full time for seasonal work, which is not, or cannot, be performed all year, and which is usually performed during specific seasons.

1.1.5 Nothing in this Article shall preclude any employee from exercising his/her individual rights under State and/or Federal Law.

ARTICLE 2 - EMPLOYEE RIGHTS

2.1.1 Any employee employed in an occupation included in the bargaining unit has the right to the full benefits and protection provided by the expressed written terms of this Agreement, whether or not the employee is a member of the Union; except that an employee dismissed from employment while serving an initial probationary period shall not have the right to appeal such dismissal through the grievance procedure or disciplinary appeals process of this Agreement.

2.1.2 Every employee has the right to join or not to join the Union without intimidation, coercion or fear of reprisal by any party to this Agreement

2.1.3 The District and the Union recognize that employee personnel files should be maintained on a confidential basis. The General Manager or his/her designee shall supervise all access to personnel files. Only duplicate copies of personnel files may be removed from the Office for review. An employee, or an employee who has been terminated, his/her authorized representative, or the employee's supervisor, shall be permitted access to copies of the employee's or terminated employee's personnel files during working hours.

2.1.4 All items added to an employee's personnel file during the life of this Agreement shall be accompanied by the employee's acknowledgment of such entry. The employee's supervisor and the District's General Manager will review all items intended for placement into the employee file, and the supervisor will present the employee a copy of the item, and a form to be signed by the employee, indicating that the employee has knowledge of the entry of the item in the personnel file. The form shall contain a space for any employee comments, and for the employee's signature. The supervisor will forward say materials to the office for filing in the employee's personnel file. In addition, the employee may, within twenty (20) days, prepare a document in rebuttal to, or explanation of, the original entry, and such rebuttal or explanation shall then be appended to the original entry and made a part of the personnel file.

ARTICLE 3 - MANAGEMENT RIGHTS

3.1.1 All rights, functions and responsibilities of the District not specifically modified or limited by the express written terms of this Agreement, shall remain the vested right of the District. Included in, but not limited to, the rights specifically retained by the District, are the right to direct the work force and to assign the work to be performed; to select and determine the number of any type or classification of employees required; to hire, promote, and lay off employees for lack of work or lack of funds; and to suspend, discipline and terminate employees for just cause. In exercising these rights the District will comply with all applicable provisions of this Agreement, or of State and Federal Law, and will not transfer or assign employees as a form of discipline.

3.1.2 The District reserves the right to determine the appropriate staffing levels, the work schedules and the content of the work day, the quality and quantity of services to be offered to the public, the means and methods of offering those services, as may be necessary for the safety of the public and the efficiency of its operations.

3.1.3 Notwithstanding the provisions of this Agreement, the District has the right to take whatever actions that may be necessary to carry out its rights and responsibilities in situations of emergency, such as riot, military action, natural disaster, or civil disorder. Nothing contained herein shall affect the rights, which the District may have under law.

3.1.4 The purpose of this Article is to establish the chain of command. The corresponding chain of command is that the Operators and Street Maintenance Specialist shall report to the Operations Superintendent, the Clerical Staff shall report to the General Manager.

ARTICLE 4 - UNION RIGHTS

A. Union Dues

4.1.1 The District agrees to deduct from the wages of each Union member and remit to the Union the authorized deduction for Union Dues, assessments and per capita payments. Such authorized deductions must be individually and voluntarily executed in writing by the employee in a format agreed upon by the District and the Union (see Appendix "A" to this Agreement). Such authorized deductions may be executed at any time during the life of this Agreement to become effective on the first full pay period following a five (5) day period after receipt of said document by the District.

4.1.2 The total amount to be deducted for Union dues, assessments and per capita will be that amount as designated periodically by the Union. Said deductions shall be withheld in two equal installments from the first two pay periods of each month.

4.1.3 Such authorized deductions shall remain in full force and effect during the life of this Agreement, unless canceled in a certified letter signed by the employee. Such cancellation may only be made during a fifteen (15) day period ending on June 30 of any year.

4.1.4 The employee's earnings must be regularly sufficient after required deductions are made, to cover the amount of said deductions. When the employee's wages are not sufficient to cover the full employee withholding, no Union deductions will be made.

4.1.5 The District will not honor any check-off authorizations executed by any employees covered by this Agreement in favor of any other labor organization or organization representing employees as long as the Union is the recognized bargaining agent for said employees; nor honor any check-off authorization from anyone who is not employed in an occupation which is part of the recognized bargaining unit. The Union will not use check-off authorizations as a substitute for authorization by anyone not covered by the bargaining unit, to be represented by the Union.

4.1.6 The Union agrees to indemnify, defend, and hold the District harmless against any and all claims or suits that may arise out of or by reason of any action taken by the District in reliance upon any dues deduction authorization cards submitted by the Union to the District. The Union agrees to refund to the District any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence of error or mistake.

B. Union Representation

4.2.1 The District recognizes and agrees to deal with the designated Stewards and Representatives of the Union with respect to all grievances regarding the interpretation and/or application of the express written terms of this Agreement.

4.2.2 The Union will furnish the District with the names of any officers, representatives, and the designated Stewards immediately after their designation, election, or appointment. Stewards will not be recognized by the District until such a list is received in writing by the General Manager.

4.2.3 At the request of the Union or the Stewards, the Stewards may be allowed reasonable time off (release time), not to exceed ten (10) straight time hours per Steward per fiscal year, without loss of pay to represent the Union at meetings with the General Manager or his/her designee, or to attend negotiation meetings in the Tahoe Basin. Such release time shall be during normal working hours, when the Stewards are present and available for duty. In addition, the General Manager will not unreasonably deny release time for up to an additional ten (10) hours per year per Steward, as needed.

4.2.4 At the request of the Union the Stewards will be granted an excused absence from work to participate in Union activities away from the workplace. Such excused absences will be granted by the General Manager when work schedules permit, but will not be unreasonably denied. Such excused absences will be without pay, unless otherwise agreed to between the Union and the District.

ARTICLE 5 - DISCRIMINATION

5.1.1 No longer covered under this agreement.

ARTICLE 6 - STRIKES AND LOCKOUTS

6.1.1 The District agrees that it will not lockout its employees.

6.1.2 The Union agrees that neither it, nor its officers, employees, or members will engage in, encourage, sanction, or support a strike, work stoppage, boycott, slowdown, mass resignation, mass absenteeism, picketing, or any other actions which would involve suspension of, or interference with, the normal work of the District, for any reason whatsoever.

ARTICLE 7 - DISCIPLINE AND DISCHARGE

A. Purpose

7.1.1 The purpose of this Article is to provide for an equitable and expeditious manner for the resolution of disputes arising from the imposition of discipline.

7.1.2 The District agrees that no employee will be disciplined or discharged without just cause.

B. Employee Representation

7.2.1 Any employee who has reason to believe that discipline will result from a discussion with his/her supervisor, or with the General Manager, shall have the right to request and be provided with Union Representation during the discussion. When requested, the District shall make arrangements for the desired representation.

C. Reprimand Review

7.3.1 Verbal and written reprimands shall only be subject to review through the immediate Supervisor or his/her designee, and shall not be subject to arbitration. If the employee is not satisfied with the response of the immediate Supervisor he/she may request a review with the General Manager. Upon completion of the review, the Supervisor/General Manager may withdraw, affirm, or modify a verbal or written reprimand. Within thirty (30) calendar days of the final disposition by the Supervisor/General Manager or his/her designee, the affected employee may submit a written statement responding to the reprimand and such statement shall be included in the employee's official personnel file(s). Such written response shall remain in the official personnel file for as long as the reprimand remains in the file.

D. Suspension or Discharge Hearing

7.4.1 Any regular employee being suspended without pay or discharged shall not be removed from the payroll until after the completion of a hearing before the General Manager. The purpose of this hearing is for the employee to respond to the specific charges, and to present evidence on his/her behalf. The employee will have the right to be represented at this hearing by a Union Representative.

E. Right of Appeal

7.5.1 An employee who has been suspended without pay or discharged, or the Business Agent of the Union, shall have the right within ten (10) days after the suspension without pay, or the discharge, to appeal such discipline starting with Step 2 of the Grievance and Arbitration Procedure of this Agreement.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE

A. Purpose

8.1.1 This Grievance and Arbitration Procedure shall be used to process and resolve grievances arising under this Agreement. The purpose of this procedure is to resolve grievances informally at the lowest possible level; to provide an orderly procedure for reviewing and resolving grievances promptly.

B. Definitions

8.2.1 A "grievance" is a dispute by one or a group of employees, or a dispute between the Union and the District involving the interpretation, application, or enforcement of the express written terms of this Agreement.

8.2.2 As used in this procedure, the term "party" means an employee, the Union or the District.

C. Time Limits

8.3.1 Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in this grievance procedure, but with the written consent of all parties the time limitation for any step may be extended. If the grievant fails to respond within the specified or extended time limits, the grievance will be dismissed.

D. Representation

8.4.1 A grievant and his/her Steward, at the request of the grievant, may attend any grievance proceeding while on duty, without loss of pay. The grievant may be represented at any step of this grievance procedure by the Union Representative.

E. Response

8.5.1 If the District fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next higher step. At each step of this grievance procedure, a copy of the decision shall be sent to the grievant and the Union Representative.

F. Grievance Steps

Step 1 – Informal Discussion

8.6.1 The grievance of an employee shall initially be discussed with the grievant's "immediate supervisor". Within five (5) workdays, the immediate supervisor shall give his/her decision or response. If the immediate supervisor fails to respond to the informal grievance within five (5) workdays, the grievant shall have the right to initiate a formal grievance no later than ten (10) workdays after the event or circumstances occasioning the grievance.

Step 2 – Formal Grievance

8.6.2 (1) If the Union or the grievant is not satisfied with the decision rendered pursuant to Step 1, or if the grievant's immediate supervisor fails to respond to the informal grievance, he/she, or the Union Representative, may appeal in writing within five (5) workdays to the General Manager. Within five (5) workdays of receipt of said appeal, the General Manager will examine the relevant evidence and schedule a meeting with the aggrieved employee and the Union Representative for the purpose of resolving the grievance.

8.6.2 (2) The General Manager shall, within five (5) workdays of the meeting, render his/her decision and reasons therefore in writing to the aggrieved employee and the Union.

Step 3 – District Board of Trustees

8.6.3 If the Union or the grievant is not satisfied with the decision rendered pursuant to Step 2, he/she or the Union Representative may appeal the decision in writing, accompanied by all pertinent documents, within five (5) workdays to the Board of Trustees of the District. Within ten (10) workdays the Board of Trustees of the District will examine the relevant evidence and schedule a meeting with the aggrieved employee and the Union Representative for the purpose of resolving the grievance. The Board of Trustees of the District shall, within five (5) workdays of the meeting, render a decision and its reasons therefore in writing to the aggrieved employee and the Union.

Step 4 – Arbitration

8.6.4 If the Board of Trustees of the District fails to respond in writing as provided in Step 3, or if the response is not satisfactory to the grievant, only the Union shall have the right to refer the matter to binding arbitration. Such referral shall be made by written demand submitted to the General Manager within ten (10) workdays of receipt of the decision of the Board of Trustees, or of the Board's failure to make a timely response.

G. Selection of Arbitrator

8.7.1 Within fifteen (15) workdays after written notice of submission to arbitration, the District and the Union may agree upon a mutually acceptable arbitrator who is experienced, impartial, disinterested and of recognized competence.

8.7.2 If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators shall be made to the American Arbitration Association by either party and the parties shall be bound by the rules and procedures of the American Arbitration Association.

8.7.3 Costs and expenses of arbitration shall be borne equally by the parties; however, each party will pay their own expenses in preparation for any arbitration hearing. Any hearing(s) held by the arbitrator shall be in closed session and no news releases shall be made concerning progress of any hearing(s).

H. Arbitrator's Decision Binding

8.8.1 The decision of the arbitrator shall be final and binding.

8.8.2 The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement, but shall limit his/her decision to the application and interpretation of its expressed written provisions.

I. Witness Use

8.9.1 Prior to the arbitration hearing, the Union shall furnish the District with a list of witnesses it desires to call who would be otherwise working. The parties will be reasonable in the scheduling of time off to accommodate both the operations of the District and the grievant's fair hearing. The District will assume no overtime liability as a result of a grievant's or witnesses testimony.

J. Expedited Arbitration

8.10.1 The District and the Union will use expedited arbitration when agreed to by both parties.

8.10.2 Expedited arbitration shall include an agreed upon statement of facts and any stipulations between the parties submitted to the arbitrator at least ten (10) workdays prior to the hearing, and a requirement that the arbitrator selected render a decision within fourteen (14) days of the conclusion of the hearing.

8.10.3 Either party to an expedited arbitration hearing shall have the right to have the hearing reported. Both parties shall be entitled to copies of the transcript, the cost of which will be shared equally. In addition the parties may agree to waive the use of post hearing briefs.

ARTICLE 9 – HOURS OF WORK AND OVERTIME

A. Hours of Work

9.1.1 Employees of the District will normally work eight (8) hours per day, five (5) days, forty (40) hours per week, fifty-two (52) weeks per year, including authorized absences with pay.

9.1.2 A workday is one twenty-four (24) hour period commencing at the employee's reporting time inclusive of two (2) rest periods, but exclusive of meal periods. Such rest periods shall not be scheduled within one (1) hour of the employee's starting time, quitting time, or meal breaks, unless otherwise agreed to by the District and the Union. All employees normally shall be allowed a lunch period of one-half (1/2) hour, which shall be generally in the middle of the work shift.

9.1.3 Employees working a five (5) day, forty (40) hour week receive two (2) consecutive days off in the workweek unless otherwise approved by the employee and the District or due to a regular work schedule change. For the purpose of this Section, the employee's workweek shall commence with his first regularly scheduled workday.

9.1.4 When an employee is required by the District to attend training, the time spent in training (classroom training and/or compulsory homework assignments) shall be counted as hours worked. Training which takes place during off-duty hours with attendance voluntary is not considered hours worked.

9.1.5 Employees shall be given at least five (5) workdays written notice prior to a permanent change in their assigned hours of work, unless due to an emergency or unless mutually agreed to by the District and the Union. Notwithstanding paragraph 9.1.1 above, employees may be assigned to work a modified workweek, subject to approval by the District and the Union.

9.1.6 Nothing contained herein shall be construed as limiting or preventing the District from establishing other work shifts when mutually agreed to by the District and the Union.

B. Overtime and Compensatory Time

9.2.1 The General Manager or his/her Designee may require an employee to work overtime.

9.2.2 Employees will be compensated only for overtime ordered by the General Manager or the employee's supervisor.

9.2.3 Employees required to work in excess of eight (8) hours in a twenty-four (24) hour period or forty (40) hours per week shall be compensated for such overtime with pay at one and one-half (1.5) times the employees regular hourly rate for each quarter (.25) hour or major portion thereof or, at the request of the employee and with approval of the department supervisor, by compensatory time off on the basis of one and one-half (1.5) hours off for overtime worked for each quarter (.25) hour or major portion thereof.

9.2.4 Employees working more than 3 hours of overtime in one continuous shift will have a meal purchased for their consumption.

9.2.5 If the District is unable to schedule and grant time off within six (6) months from the date the overtime was performed, cash payment shall be made in lieu of compensatory time. The District will not be unreasonable in the scheduling of compensatory time and will consider the employee's request and the operating demands.

9.2.6 Employees will receive a cash payment for all compensatory time earned but unused at the time of termination.

9.2.7 Absence with pay shall be counted as time worked.

9.2.8 Employees who work overtime shall promptly and accurately report such time to their supervisor.

9.2.9 The District agrees to make a reasonable effort to distribute overtime equally among qualified employees in the same work unit, insofar as circumstances permit and unless the employee is on sick or other approved leave under this Agreement. If practical, the District agrees to make a reasonable effort in assigning overtime work to employees on a voluntary basis.

9.2.10 All overtime work will be assigned at the beginning of the workday whenever reasonable and practical.

9.2.11 Employees required to work on any holiday, except New Year's Day, Thanksgiving Day, Family Day, and Christmas Day, shall receive, in addition to straight time pay for the holiday, overtime compensation pay at one and one-half (1.5) times the employee's regular hourly rate for each quarter (.25) hour or major portion thereof.

9.2.12 Employees required to work on New Year's Day, Thanksgiving Day, Family Day, or Christmas Day, shall receive, in addition to straight time pay for the holiday, overtime compensation pay at one and one-half (1.5) times the employee's regular hourly rate for each quarter (.25) hour or major portion thereof for the first eight (8) hours worked and shall receive overtime compensation at two and one-half (2.5) times the employee's regularly hourly rate for each quarter (.25) hour or major portion thereof worked over eight (8) hours.

C. Standby, Snow Removal Standby, and Call Back Assignments

9.3.1. **Snow Removal Standby:** Any employee who is required to remain on snow removal standby to deal with District issues by telephone shall be paid twelve and one-half percent (12.50%) of base pay per hour for each hour assigned to standby. Any employee who is called in to work while on snow removal standby duty shall be compensated for such work performed at the appropriate overtime rate. The District will use personal consideration and professional courtesy when assigning standby.

9.3.2 Any employee on snow removal standby will be provided with a cell phone by the District for use and is to respond to call-ins within thirty (45) forty- five minutes of receipt. There shall be no personal calls on the District provided cell phone.

9.3.3 In the event no bargaining unit employee can be contacted to respond to a snow removal call-out, the District may utilize non-bargaining unit employees to respond without violating the contract. A log of such responses will be kept by the District for inspection by the Union.

9.3.4 **Standby:** Any Water Treatment/Distribution Operator who is required to remain on standby for emergency work shall be paid twelve and one-half percent (12.5%) premium of base pay per hour assigned to standby. Employees on sick or other approved leave under this agreement are not available for standby assignments or pay. Any employee called in to work while on standby duty shall be compensated for such work performed at the overtime rate.

Any Water Treatment /Distribution Operator who may be required to remain on standby for emergency work shall be able to respond to the District for emergencies within a reasonable period of time. If the District provides living quarters for an Operator on standby, the Operator shall respond within forty five (45) minutes.

9.3.5 Water Treatment/Distribution Operators on standby will be provided with a laptop computer to be used by the Operator for necessary and required adjustments and for troubleshooting from the Operator's home. For the performance of this duty Operators on standby will be paid one hour's (1) pay at one and one-half (1.5) times base pay per hour.

9.3.6 Necessary and required adjustments and troubleshooting consist of responses to calls from the KGID answering service, or contact by the central computer. Other operational changes, adjustments, or corrections will be deemed necessary and required only if there exists a condition which requires response in order to correct or to avoid system malfunction, or when such action has been directed or approved by the Operations Superintendent. The Operator shall use his best judgment whether to make adjustments or corrections, subject to later approval by the Operations Superintendent, which shall not be unreasonably denied.

9.3.7 If necessary and required adjustments and troubleshooting cannot be performed from the Operator's home, and the at-home call assignment results in a call-in or call-back, then the Operator shall be paid pursuant to Section 9.3.10 below, starting from the time of the original at-home call assignment, in lieu of the one (1) hour "at-home call" pay, but not both.

9.3.8 If an Operator obtains approval from the Operations Superintendent to respond directly to the central computer without the use of the laptop computer, then adjustments and troubleshooting which could have been performed with the laptop computer will be paid at the same rate as other necessary and required functions, that is, at the rate of one hour of one and one half (1.5) times hourly pay.

9.3.9 **Call Back Assignments:** A minimum of two (2) hours overtime compensation per call shall be paid to an employee who is called in to work, in addition to the standby pay to which such employee is entitled pursuant to paragraph 9.3.1. & 9.3.5 above, unless the callback merges with the employee's regular shift. Additional call assignments started within the two (2) hour guaranteed minimum do not start an additional two (2) hour guaranteed minimum; however, the time worked beyond the two (2) hour minimum will be paid at the applicable overtime rate plus the standby time rate. All callback time shall be portal-to-portal and shall be paid at the applicable overtime rate.

ARTICLE 10 – COMPENSATION

A. Base Pay

10.1.1 Employees shall be paid the straight time rates of pay applicable to their classification as listed in Appendix C attached hereto.

B. Pay Periods

10.2.1 All employees shall be paid on the 15th and last day of each month. Compensation will include wages up to and including the 15th and the last day of each month of the pay period being completed.

FY 2014 – 2.0% increase to base wage rates in effect June 30, 2013 effective the first full pay period following July 1, 2013;

FY 2015 – 2.0% increase to base wage rates in effect June 30, 2013 effective the first full pay period including July 1, 2014;

FY 2016 – 2.0% increase to base wage rates in effect June 30, 2013 effective the first full pay period following July 1, 2015;

C. Compensation Administration – Probationary Period

10.3.1 The General Manager or his/her Designee shall be responsible for compensation administration in accordance with the provisions of this Article. Employees defined in Appendix B hereto shall have a one (1) year probationary period. During the first six (6) months of employment, probationary employees shall be paid eighty percent (80%) of the appropriate rate. The next six (6) months of employment, probationary employees shall be paid ninety percent (90%) of the appropriate rate. After one (1) year, employees shall be paid one hundred percent (100%) of the appropriate rate. Employees promoted to a higher classification may be placed upon promotional probation at the sole discretion of the General Manager for a period not to exceed six months. This probationary period may be extended for an additional three months in the sole discretion of the general Manager. In the event other employee fails to meet the requirements of the promotional probation including any extension, the employee shall voluntarily demote to their former position if otherwise remains qualified for the position. If not qualified or does not voluntarily demote the employee will be terminated for failing the promotional probationary period. The employee filling the former position will voluntarily demote to his/her former position if otherwise remains qualified for the position or may be terminated if the employee is in his/her initial hire one (1) year probationary period.

D. Base Pay Rate upon Initial Appointment

10.4.1 Upon initial appointment, the entry rate will be the minimum rate for the class of the position involved. In exceptional cases where an applicant for a position may have qualifications distinctly above and beyond the minimum qualification requirements for the class, or in cases where recruiting efforts have failed to fill a position at the minimum rate, the General Manager or his/her Designee may authorize entrance at a rate above the minimum rate. In cases of inability to recruit at the minimum rate, any current employee in positions of the same class whose rates are below the rate established as entrance rate shall have their pay adjusted to the rate at which the position was finally filled.

E. Compensation for “In Charge” Assignments

10.5.1 A Grade II or higher Water Operator who is assigned in charge of another employee and/or the water system during regular working hours shall be paid a five percent (5%) premium when so assigned in place of the Operations Superintendent starting with the fifth (5th) hour of such assignment unless the Operations Superintendent is on a scheduled leave at which time the premium would begin with the first hour.

A Grade II or higher Water Operator who is assigned in charge of the water system and/or other employees outside of regular work hours shall be paid a ten percent (10%) premium when not on standby and a five percent (5%) premium when on standby. If this employee is in charge over two weeks continuously, this rate will increase to ten percent

(10%). An employee will return to his/her former rate of pay when the "in charge" assignment terminates.

F. Selection for "In Charge" Assignments

10.6.1 The selection of an employee to be in charge in the absence of the Operations Superintendent/General Manager shall be made as follows:

a. **Step One** – The Operations Superintendent/General Manager will post a notice for one (1) week seeking applicants who wish to be considered for in-charge duty in the absence of the Operation's Superintendent/General Manager. The posting shall include the duties which could be covered, such as monitoring, and directing other employees in the performance of their duties, and making decisions regarding emergency work to be performed.

b. **Step Two** – Any Grade II or above qualified employee wishing to apply will submit their name for consideration.

c. **Step Three** – The District shall select the employee through a selection process and notify the employee within one (1) week.

10.6.2 The in-charge selection process will take place once every six (6) months, with the selected person(s) to serve as needed during the following six (6) month period.

G. "Lead" Assignments

"Lead" assignments for Street Maintenance Specialist are defined as any employee providing direct oversight of one (1) or more co-workers. Any employee assigned as "lead" shall receive ten percent (10%) compensation above base pay. All "lead" assignments shall be paid for all hours worked in increments of one-half (½) hour when so assigned, with a minimum of one (1) hour "lead" compensation per assignment.

H. Special Skills Pay

10.7.1 Each employee will receive additional compensation, from presentation of proof to the District, for the duration of this contract, as long as the employee maintains the special skill, for the following additional skills:

One percent (1%) additional compensation per skill:

- a. Backflow Tester certification only

Two and one-half percent (2.5%) additional compensation per skill:

- a. Commercial Driver's License, either Class A or B
b. Cross Connect/Backflow Tester Certification and Specialist Certification
c. Passing a course in Telemetry systems satisfactory to the District General Manager
d. Grade III Water Treatment Certificate. Individual 2.5% incentives for Grade III Water Treatment Certificate and Grade III Water Distribution Certificate ceases when required for the Water Treatment/Distribution Operator III job description.

e. Grade III Water Distribution Certificate. Individual 2.5% incentives for Grade III Water Treatment Certificate and Grade III Water Distribution Certificate ceases when required for the Water Treatment/Distribution Operator III job description.

f. Building/construction inspection Certificate

g. GIS Certificate "Successful completion of GIS 109 & 205 from Western Nevada College or equivalent as determined by the District satisfies special skills requirement."

h. Promotion to Grade III Operator results in increase of 12.5% of base pay.

Grade 3 treatment and grade 3 distribution certification must be achieved before more than four of the above additional compensation skills will be paid.

One percent (1%) additional compensation per skill for employees currently holding the following additional skills:

a. Nevada Department of Health Grade II Water Treatment Certificate

b. Nevada Department of Health Grade II Water Distribution Certificate

ARTICLE 11 – ALLOWANCES AND REIMBURSEMENT

A. Uniform Allowance

11.1.1 Any employee who is required by virtue of the duty of employment, or by request of his/her supervisor, to wear a uniform designated by the District and which is not furnished by the District, shall be paid a uniform allowance in addition to other compensation. The uniform allowance for such employees in the District shall be at the rate of Three Hundred Dollars (\$300.00) per year paid semiannually with the final payroll during the month of December and the month of June each fiscal year. This uniform allowance shall cover the full cost of original purchase, replacement, and upkeep of said uniform during the time of employment with the District.

11.1.2 In lieu of the uniform allowance provided for in this Article, the District may elect to furnish either directly or through contract facilities the required uniform, replacement, and upkeep services.

11.1.3 Upon termination from District employment, the supervisor, at his discretion, may require the employee to return to the District any uniform or parts thereof in his/her possession at the time of termination.

11.1.4 Any employee showing up for work in a dirty, damaged or unserviceable uniform as determined by the District Manager or designee may be immediately relieved from work without pay until the employee returns to work with a clean, undamaged, or serviceable uniform. Employees so relieved shall return to work within one (1) hour unless allowed a greater amount of time. Repeated instances shall be a basis for additional disciplinary action.

B. Tools

11.2.1 The District shall provide the necessary tools and equipment required for the routine performance of job duties.

C. Mileage

11.3.1 Any employee required to use their personal vehicle for official business shall be reimbursed a mileage allowance at the U.S. Internal Revenue Service rate per mile in effect during the life of this contract. Use of their personal vehicle must be approved in advance by the employee's supervisor.

ARTICLE 12 - HOLIDAYS

A. Observance

12.1.1 Every employee shall be entitled to a day off from work on the following holidays during each year:

- a. New Year's Day (January 1)
- b. Martin Luther King's Day (Third Monday in January)
- c. President's Day (Third Monday in February)
- d. Memorial Day (Last Monday in May)
- e. Independence Day (July 4)
- f. Labor Day (First Monday in September)
- g. Nevada Day (October 31 or the state declared day)
- h. Veteran's Day (November 11)
- i. Thanksgiving Day (Forth Thursday in November)
- j. Family Day (Day after Thanksgiving)
- k. Christmas Day (December 25)

l. And upon any other day that may be declared a holiday by the General Manager, the State Legislature, the President of the United States or District Board of Trustees.

12.1.2 To be eligible for holiday pay, an employee must be on the active payroll of the District and must have worked his/her full regularly scheduled workday before and after the holiday, unless excused by the District.

12.1.3 For employees regularly scheduled a Monday-Friday workweek, whenever one of these holidays falls on a Saturday, the preceding Friday will be observed as the holiday. Should it fall on a Sunday, the following Monday will be the holiday.

B. Holiday Pay

12.2.1 Pay for a holiday worked will be added to the payroll for the period within which the holiday falls.

C. Holiday Bonus Leave

12.3.1 An employee may choose to receive holiday bonus leave in lieu of holiday pay for any holiday worked.

12.3.2 The holiday bonus leave will be accumulated at one and one-half (1.5) times the number of hours worked for each hour or major fraction worked.

12.3.3 Holiday bonus leave must be used within six (6) months of the date earned.

ARTICLE 13 – VACATIONS

13.1.1 Regular full-time employees shall commence to accrue annual vacation at the start of the first pay period occurring after thirty (30) days of employment. The earned vacation for all regular full-time employees shall be based on years of service as a regular full-time employee with the District, and shall be as follows:

<u>Years of Continuous Service</u>	<u>Vacation Days Earned Monthly</u>
Less than three years	.83
Three years, less than ten years	1.25
Ten years, less than twenty years	1.66
Twenty years or more	2.08

13.1.2 Vacation credits shall accrue for each pay period the employee is in full pay status or major portion of his/her regularly scheduled hours.

13.1.3 Vacation shall be charged on the basis of one (1) hour for each full hour or major portion of an hour of vacation taken.

13.1.4 Holidays, as enumerated in this Agreement, occurring within the vacation period will not be counted as vacation days.

13.1.5 Sick leave will not be granted in lieu of vacation time.

13.1.6 When vacations may be taken shall be determined in advance by the employee's supervisor, after considering the needs of the District and the wishes and seniority of the employee.

13.1.7 Regular full-time employees who have completed their initial probationary period who leave the employment of the District for any reason other than dishonesty against the District shall be compensated for earned vacation benefits accrued at the time of such departure from the District's employment.

13.1.8 An employee's "vacation accrual" shall be unused vacation, limited to the maximum vacation he/she can earn in a two (2) year period.

ARTICLE 14 – LEAVE OF ABSENCE

14.1.1 Except as provided in Article 4, paragraphs 4.2.3 and 4.2.4 leave of absence without pay may only be granted if recommended by the supervisor and subsequently approved by the General Manager. If the leave of absence is not approved by the General Manager, there shall be no appeal.

ARTICLE 15 – SICK LEAVE

A. Accrual

15.1.1 All employees shall be entitled to accrue sick leave at the start of the first pay period occurring after thirty (30) days of employment without limitation at the following rates:

Four (4) hours per pay period, twelve (12) days per year.

B. Buy Back

15.2.1 Sick leave shall accrue for each month that the employee is in full pay status as a regular employee for at least one-half (.5) of his/her regular scheduled hours. On the first regular pay day of each calendar year the District will buy back at fifty percent (50%) of the employee's straight time hourly rate of pay all accrued sick leave in excess of sixty days (480 hours).

15.2.2 **Bonus Sick Leave:** Any employee's sick leave in excess of the maximum accrual of four hundred and eighty (480) hours of regular sick leave shall have an option, which must be stated in writing prior to the first regular payday of each calendar year, the ability to have those additional hours or any portion (in increments of one (1) hour) credited to bonus sick leave. Bonus sick leave shall have a maximum accrual of four hundred and eighty (480) hours. Pursuant to Section 15.5.6, bonus sick leave shall be compensated at twenty five percent (25%) of the employee's straight time hourly rate. Paid sick leave of sixteen (16) hours or less shall be charged to the employee's regular sick leave account. Paid sick leave of more than sixteen (16) hours shall be charged to the employee's bonus sick leave account.

C. Definition

15.3.1 Sick leave shall be an absence from work by reason of illness, injury, or death. Sick leave may be granted only as a result of illness or injury of the employee, or illness, injury or death of any relative within the third degree of consanguinity or affinity (consanguinity is defined as kinship to include blood relationship, whereas affinity is the connection existing in consequence of marriage), i.e., spouse, parent, child, grandparent, brother, or sister, or grandchild, adopted child and stepchild that reside with the employee.

15.3.2 In the event of a death in the family as defined above, an employee shall be granted consecutive days off with pay to attend the funeral or services. If attending services in town, up

to three (3) days may be taken as Bereavement Leave and shall not be deducted from the employee's sick leave. If attending services out-of-town beyond 100 miles, up to five (5) days may be taken with the understanding that the additional two (2) days will be charged to sick leave.

D. How Charged

15.4.1 Sick leave shall be charged on an hourly basis for each full hour or major portion of an hour of sick leave taken. Holidays occurring during sick leave periods shall not be counted as sick leave. Sick leave taken during a weekly pay period shall be charged after sick leave earned during that pay period is credited.

15.4.2 If an employee does not have adequate accrued sick leave time, the employee may utilize either accrued vacation time or accrued compensatory time off in lieu thereof. The choice is the employee's in each case of such use.

15.4.3 Whenever possible, an employee shall notify the District in writing of their intention of being absent due to illness, injury or other authorized reason.

15.4.4 The General Manager may require the employee to provide a written doctor's statement when the employee is required to be off work for three (3) or more days, or in the event the District has cause to believe the employee is abusing his leave.

15.4.5 Additional documentation may be required of the employee, depending on the seriousness of the disability at the District's expense. Such documentation will include a statement of the problem, a prognosis for recovery, and any work limitations. The District shall have the authority to seek a second opinion from an independent doctor at the District's expense.

15.4.6 Upon termination of employment, an employee who has completed five (5) years of service to the District shall be compensated for accrued sick leave at the rate of fifty percent (50%) of the employee's straight time hourly rate of pay. Bonus sick leave shall be compensated in accordance with 15.2.2.

E. Worker's Compensation Deduction

15.4.7 When an employee receives either Employer's Insurance Company of Nevada (EICN) or the District's designated administrator, compensation for lost wages, the employee's accrued sick leave will be charged only for that percent of each day's pay which is not compensated by the Employer's Insurance Company of Nevada (EICN) or the District's designated administrator. The District will pay that portion of the employee's salary which together with the Employer's Insurance Company of Nevada (EICN) or the District's designated administrator payment, equals total salary, until accrued sick leave is exhausted.

ARTICLE 16 – SICK LEAVE MATERNITY

16.1.1 An employee is entitled to use accrued sick leave for maternity regardless of the type of delivery or results of pregnancy if the provisions specified in the following paragraphs, inclusive, are fully complied with.

16.1.2 If, after exhausting her accumulated sick leave, an employee requires additional time off from work, accumulated vacation shall be granted. If additional time is required, leave without pay may be granted by the District if it is considered to be justifiable.

16.1.3 Sick leave for maternity may be taken for six (6) weeks or until released by a physician to return to work. The decision as to when such leave begins or ends shall be made by the employee with the approval of the supervisor, accompanied by the approval of the employee's personal physician or physician designated by the supervisor.

16.1.4 Sick leave for maternity shall not be used for infant care or for the conditions of pregnancy which do not incapacitate the employee for duty.

16.1.5 Pregnancy shall not jeopardize an employee's job or seniority except for time spent on leave without pay. She shall be responsible for reporting the pregnancy as soon as it is an established fact so that steps may be taken to protect the employee's health or modify her working conditions and in order that the necessary staffing adjustments may be planned.

16.1.6 The failure to report for assignment at the expiration of a maternity leave shall be considered as a resignation.

16.1.7 In every case, an employee shall submit a written report from her physician to the supervisor as to the anticipated dates of absence and a second report stating that she is physically able to return to work as of a given date.

16.1.8 This Article shall be automatically amended to conform to Federal guidelines to the extent such guidelines now or in the future exceed these benefits, to include but not limited to the Family Medical Leave Act.

ARTICLE 17 – JURY DUTY

17.1.1 Any employee required by legal process to serve on any jury shall receive his/her regular salary for a period of twenty (20) working days as though he/she were actually on the job during this time, provided that he/she remits such jury fees to the District.

17.1.2 Any employee appearing on jury duty during scheduled days off shall retain any juror fees, but will not receive regular salary.

17.1.3 Any employee working other than a day shift appearing for jury service shall have the jury service time counted as time worked on that workday.

17.1.4 Employees receiving summons for jury service shall immediately notify their supervisor to make the necessary scheduling changes.

17.1.5 If the employee is not selected for jury service or is released early, he/she shall report back to his/her department to resume work for the remainder of the day shift.

ARTICLE 18 – MILITARY LEAVE

18.1.1 Any employee who is an active member of the National Guard or any reserve component of the United States Armed Forces shall be relieved from his/her duties, upon request, to serve under orders on training duty without loss of his/her regular compensation for a period not to exceed fifteen (15) working days in any one (1) calendar year.

18.1.2 Any such absence shall not be deducted from the employee's accrued vacation.

ARTICLE 19 – HEALTH AND WELFARE

A. Coverage Provided

19.1.1 During the term of this Agreement the District will provide Health and Welfare Benefits for regular full-time employees and each employee's eligible dependents, at the same level of benefits as are currently provided. Put in current rates

19.1.2 The District shall reimburse each regular full-time employee up to One Hundred Dollars (\$100.00) per fiscal year that this Agreement is in effect, for eye examinations and glasses when such benefits are not provided under the group medical plan.

B. Eligibility

19.2.1 During the term of this Agreement regular full-time employees of the District shall be eligible for Health and Welfare coverage.

19.2.2 Dependents of a regular full-time employee shall be eligible for Health and Welfare coverage provided by the District.

19.2.3 Health and Welfare coverage for regular full-time employees of the District and their dependents shall commence in accordance with the plan chosen by the employee.

C. KGID Health and Welfare Contributions - Local 39 Health & Welfare Fund

19.3.1 The Employer agrees to contribute into the Stationary Engineers Local 39 Health and Welfare Trust Fund, at its respective office in San Francisco, California, or such other designated place of payment as the Trustees of said Trust Fund may determine, the below listed amounts, per month, for each eligible employee as defined by this Agreement, for the purpose of providing

such employee and his/her dependents with group life insurance, hospitalization, prescription drug, medical, vision, and dental benefits as are now in effect, or as may hereafter be specified by the Trustees of said Trust Fund. The Employer further agrees to accept, assume and be bound by all of the obligations imposed upon Individual Employers by that certain Trust Agreement referred to for convenience as the "Stationary Engineers Local 39 Health and Welfare Trust Agreement" as said Trust Agreement may now exist or may hereafter be amended (a copy of which has been delivered to the Employer and receipt of which is expressly acknowledged) and further agrees to be bound by any amendments, modifications, changes or mergers with respect to said Trust Agreement made by the parties thereto. Effective July 1, 2012, the monthly contribution shall be the amount of One Thousand five hundred ten dollars (\$1,510.00) plus \$25.00 per month.

The above contributions shall be made on or before the tenth (10th) day of each month, for each employee employed for a period of not less than eighty (80) hours during the preceding calendar month.

The undersigned further agrees that he or it does irrevocably designate and appoint the Employers mentioned in said Health and Welfare Trust as his or its attorneys-in-fact for the selection, removal and substitution of trustees, as provided for in said Trust Agreements and as may be hereinafter provided by or pursuant to said Trust Agreements.

In the event that the Trustees of the Stationary Engineers Local 39 Health & Welfare Trust determine that the current contribution amount or the amount referred to in this Agreement is insufficient to provide the benefits then in effect, the Employer herein agrees to pay such further amount as may be necessary in the decision of the Trustees to maintain the then current level of benefits for the life of the Agreement as determined by the Board of Trustees.

In the event the individual Employer herein fails to pay the amounts of Trust Fund contributions due and owing for the period in which they are due and owing, the individual Employer shall pay, in addition to the amounts due as contributions, such additional liquidated damages and/or attorney's fees as are set forth in the Trust Agreement to which the individual Employer is bound.

In the event of accident, illness, or layoff of any employee with ninety (90) days or more of employment, the Employer will continue the monthly payments for the employee and his dependents for a period not to exceed three (3) months.

D. State of Nevada and Local 39 Health and Welfare Fund

19.3.2 For the term of this Agreement the District will contribute one hundred percent (100%) of the premiums required to maintain Health and Welfare benefits in effect for eligible employees and their eligible dependents.

19.3.3 It is specified during the term of this Agreement that the employee has the choice of health and welfare coverage through the Local 39 I.U.O.E. H&W plan or the State of Nevada H&W P.P.O. or HMO plans.

ARTICLE 20 – RETIREMENT PLAN

20.1.1 Effective July 1, 1995, at the end of each calendar month for the duration of this agreement, the District will contribute a total of fifteen and two tenths percent (15.2%) of regular pay to the combination of a SEP-IRA account and the Nevada PERS system for each bargaining unit employee who has completed the SEP-IRA qualification period.

ARTICLE 21 – PROTECTIVE GEAR AND EQUIPMENT

21.1.1 When it is determined by the District that specific protective devices, wearing apparel, and other equipment necessary to protect an employee from injury or exposure are reasonable and prudent, the District shall furnish such devices, apparel and/or equipment, which may include, but shall not be limited to, coveralls, safety boots, safety glasses and rain gear.

21.1.2 In lieu of furnishing the specified items of safety boots and safety glasses, the District may elect to reimburse covered employees up to Three Hundred Dollars (\$300.00) per year for purchase of safety boots and safety glasses as governed by the replacement provisions below. In order to be eligible for reimbursements as provided in this paragraph, the employee must submit proof of purchase with his/her claim.

21.1.3 When replacement of any item provided pursuant to this Section is required due to normal wear, such replacement shall be at the District's expense. When replacement of any item is required as a result of an employee's negligence or misconduct, such replacement shall be at the employee's expense.

ARTICLE 22 – CAREER DEVELOPMENT

22.1.1 An employee will be reimbursed for educational training courses pursuant to the following conditions:

a. The training must be directly related to the required skill or education for the employee's current position, not reimbursement merely for promotion preparation, and must be approved in advance by the General Manager.

b. Only a regular full-time employee who has been so employed for at least one (1) year will be eligible for reimbursement.

c. Reimbursement will not occur for any portion of the cost assumed by any other source.

d. Reimbursement expenses shall be restricted to tuition, course fees, and required textbooks.

e. A course must be taken from a recognized and accredited school.

f. Presentation of evidence of a passing grade.

The District will notify its employees of all job related training courses available and encourage its employees to participate in at least one (1) such program per year.

22.1.2 While courses should normally be taken on the employee's own time, exception may be granted by his/her supervisor, in which case hours away from work must be deducted from earned vacation, compensatory time, or be recorded as an unpaid leave of absence.

ARTICLE 23 – LAYOFF AND RECALL

A. Layoff

23.1.1 Layoff of employee(s) covered by this contract shall be by seniority and qualifications. All regular part-time and probationary employees must be laid off before any regular full-time employee is laid off. The District will provide the Union with a list of employees to be laid off at least thirty (30) working days prior to the effective date of any layoff.

23.1.2 The District and the Union agree to meet to discuss alternatives to any layoff. Such alternatives include reduced workweek, leave of absence, voluntary layoff, and/or other issues, which may minimize mandatory layoffs.

B. Recall

23.2.1 The District shall maintain a list of all employees affected by layoffs. An employee who has been placed in layoff status shall be given priority based on seniority and ability to perform the job when a vacancy occurs. If the employee refuses an offer of re-employment, the employee shall be removed from the list.

ARTICLE 24 – SAVINGS CLAUSE

24.1.1 In the event that any provision of this Agreement is or shall be rendered invalid by applicable legislation or be declared invalid by any court or regulatory agency of competent jurisdiction, such action shall only invalidate that provision of the Agreement.

24.1.2 It is the express intention of the District and the Union that all other provisions not rendered invalid shall remain in full force and effect, and that the parties shall enter into negotiations to bring the invalid section or sections into compliance.

ARTICLE 25 – SCOPE, EFFECTIVE DATE AND DURATION

A. Scope


25.1.1 This Agreement sets forth the full and entire understanding of the parties regarding rates of pay, hours of work, and other conditions of employment.


B. Effective Date and Duration


25.2.1 This Agreement shall be in full force and effect July 1, 2013 and shall continue in force until June 30, 2016.

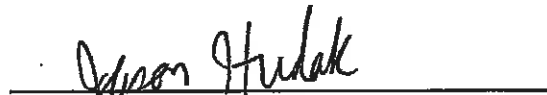
25.2.2 This Agreement may be extended by mutual written agreement of the parties, for a specified term, or until renegotiated pursuant to NRS 288, or until canceled by thirty (30) days written notice from either party to the other party by registered or certified mail.

25.2.3 IN WITNESS WHEREOF, the District and the Union have caused these presents to be duly executed by their authorized representatives, this 1st day of July 2013.



Jerry Kalmar, Business Manager
L.U.O.E. Local 39, AFL-CIO


Tony DeMarco, President
L.U.O.E. Local 39, AFL-CIO


Jerry Frederick, Business Representative
L.U.O.E. Local 39, AFL-CIO


Jason Hudak, Steward
Member/Negotiator


Daniel Norman, Chairman
Board of Trustees, Kingsbury GID


Cameron McKay, General Manager
Kingsbury GID

APPENDIX A

**KINGSBURY GENERAL IMPROVEMENT DISTRICT
PAYROLL DEDUCTION AUTHORIZATION**

I, the undersigned, being a member of the International Union of Operating Engineers, Stationary Local 39, and required by the Constitution and Bylaws of that organization to contribute dues, per capita and assessments in a specified amount, hereby authorize the compensation, in conformity with the agreement between the Parties, and effective the first pay period following the date hereof. It is further directed that the Kingsbury General Improvement District will then remit said monies to the above organization in the manner prescribed.

NAME (PRINT) _____

HOME TELEPHONE _____

STREET ADDRESS _____

CITY _____ **STATE** _____ **ZIP** _____

SOCIAL SECURITY NUMBER _____

WORK PHONE _____

CLASSIFICATION _____

WORKSITE _____

SIGNATURE _____

DATE SIGNED _____

APPENDIX B

OCCUPATIONS AND JOB DESCRIPTIONS

Occupations included in the recognized bargaining unit are:

- 1. Bookkeeper**
- 2. Administrative Clerk/Secretary**
- 3. Water Treatment/Distribution Operator**
- 4. Water Treatment/Distribution Operator III**
- 5. Street Maintenance Specialist**
- 6. Maintenance Tech I**
- 7. Maintenance Tech II**
- 8. Operator in Training**

The job descriptions for occupations included in the recognized bargaining unit are appended hereto. The terms in these job descriptions have the following meaning:

Primary Functions

Primary functions listed in a job description are those functions, which identify the occupation, and entitle an employee who meets the qualifications outlined in Appendix "C" to classification in the occupation.

Additional Functions

Additional functions are those functions which are routinely performed by an employee classified in the occupation, but which by themselves do not entitle an employee to classification in the occupation. These functions may also be performed by employees in other occupations.

Other duties and requirements

These are duties and requirements common to many occupations, which may or may not be included in the recognized bargaining unit.

Employment Standards

These are standards applicable to all employees in the occupation, and which may be required of applicants for employment in the occupation.

Qualifications

These are special requirements of a classification such as certificates, schooling, and/or licenses.

KINGSBURY GENERAL IMPROVEMENT DISTRICT
JOB DESCRIPTION
PROJECT MANAGER

Under general supervision develops, administers and manages a variety of programs and projects and provides administrative support to the General Manager. This is a responsible administrative position, which reports to the General Manager.

PRIMARY FUNCTIONS:

- Provides project management for capital improvement projects such as erosion control, drainage, and water line replacement;
- Obtains project permits and oversees project bidding;
- Develops and manages pavement maintenance and rehabilitation programs using the MicroPAVER pavement management computer program;
- Administers the contracted snow removal program and addresses customer snow removal issues, including damage claims;
- Addresses customer erosion and drainage issues;
- Develops and administers the safety program and serves as safety manager;
- Administers the customer relations program;
- Compiles and analyzes information for use by the General Manager and Board of Trustees in general decision-making.

ADDITIONAL FUNCTIONS:

- May develop and administer other programs;
- Attends Board of Trustees meetings and drafts meeting minutes;
- May provide basic backup to the Senior Accounts Clerk and Administrative Clerk/Secretary positions;
- Pursues funding for erosion control projects, including the preparation of grant applications;
- Performs other duties as assigned.

EMPLOYMENT STANDARDS:

Education and Experience

High school graduate; some college preferred. Three (3) years progressively responsible administrative experience.

Knowledge and Skills

Knowledge of up-to-date office practices and procedures; ability to effectively use standard office software, including word processing and spreadsheet software; ability to communicate clearly and concisely orally and in writing using appropriate grammar and punctuation;

knowledge of real estate fundamentals and terminology; ability to effectively administer projects and develop and administer programs; ability to establish and maintain cooperative working relationships with co-workers and the public.

Physical Requirements

The duties of this position regularly require sitting, use of close and distant vision, use of arms and hands to reach and to operate a computer and other office equipment, hearing and speech to communicate in person or over the telephone or radio, mobility to move around the office, climb stairs to the office, and frequently enter and exit a vehicle. This position requires significant standing for long periods, walking long distances, and walking on uneven and steep terrain. The job occasionally requires stooping, kneeling, crouching, crawling and balancing. The employee must regularly lift and/or move up to 10 pounds and occasionally lift and/or move up to 35 pounds.

Some accommodation may be made for some of these physical demands for otherwise qualified individuals who require and request such accommodation.

Working Conditions

Work is primarily performed in a standard office environment with sufficient lighting and with generally moderate levels of noise and activity. There are frequent short periods outdoors in all weather conditions and significant periods of full day work outdoors working and standing on pavement in temperatures up to 80 degrees.

Other Requirements

The responsibilities of this position require the willingness and ability to perform duties outside the office attending meetings, inspecting property and meeting with residents. The position requires some overtime work and standby for after-hours snow removal issues. Some after-hours and weekend work may involve being called out to address an issue in the District.

Licenses and Certificates

Possession of a valid Nevada or California motor vehicle driver's license and a good driving record.

KINGSBURY GENERAL IMPROVEMENT DISTRICT
JOB DESCRIPTION
BOOKKEEPER

Under general supervision maintains the financial records of the District, prepares financial documents and reports, bills and collects customer fees, pays bills, participates in budget preparation, and prepares detailed reports, including General Ledger reports, for the annual audit. This position reports to the General Manager.

PRIMARY FUNCTIONS

- Maintains multiple fund computerized financial records of the District;
- Accomplishes month end General Ledger close by compiling, researching and analyzing information, preparing necessary journal entries, recording receipts, disbursements and reconciling accounts;
- Prepares other journal entries as needed and at the direction of the General Manager;
- Bills and collects customer fees using a utility billing software program;
- Maintains accurate and current customer account records;
- Pays all bills and allocates expenses among funds;
- Prepares payroll, including payroll deposits and reports and maintenance of leave records;
- Prepares the General Ledger for the annual audit and assists the auditors as needed;
- Recommends and maintains financial controls;
- Participates in budget preparation;
- Ensures that the office computer system and shop general computer are maintained in good and current operational condition;

ADDITIONAL FUNCTIONS

- Maintains investment account records;
- Transfers funds for bond payments;
- Prepares reports as requested by the General Manager;
- Maintains property inventory records;
- Performs other duties as assigned.

EMPLOYMENT STANDARDS

Education and Experience

Graduation from high school and three (3) years' experience as a full-charge bookkeeper.

Knowledge and Skills

Knowledge of and the ability to apply the methods, practices and terminology used in financial and accounting work; knowledge of modern office practices and procedures; ability to effectively use general office software, including spreadsheet and word processing software;

ability to make arithmetical computations rapidly and accurately; ability to communicate effectively orally and in writing and to carry out oral and written instructions; ability to establish and maintain cooperative working relationships with co-workers and the public.

Physical Requirements

The duties of this position regularly require sitting, use of close and distant vision, use of arms and hands to reach and to operate a computer and other office equipment, hearing and speech to communicate in person or over the telephone or radio, and mobility to move around the office and climb stairs to the office. The job occasionally requires stooping, kneeling, crouching, crawling and balancing. The employee must regularly lift and/or move up to 10 pounds and occasionally lift and/or move up to 35 pounds.

Some accommodation may be made for some of these physical demands for otherwise qualified individuals who require and request such accommodation.

Working Conditions

Work is performed in a standard office environment with sufficient lighting and with generally moderate levels of noise and activity.

Licenses and Certificates

Possession of a valid Nevada or California motor vehicle driver's license and a good driving record.

KINGSBURY GENERAL IMPROVEMENT DISTRICT
JOB DESCRIPTION
ADMINISTRATIVE CLERK/SECRETARY

Under general supervision, serves as the first point of public contact with the District office and handles all routine inquiries; provides administrative support; prepares reports; performs clerical and secretarial duties for the General Manager or Operation's Superintendent. This position reports to the General Manager.

PRIMARY FUNCTIONS

- Serves as office receptionist and handles all routine inquiries, including those regarding customer accounts;
- Prepares reports, documents, letters and forms;
- Administers the records of the backflow prevention program;
- Administers the records management program;
- May administer other similar programs;
- Performs clerical tasks relating to customer accounts, such as pursuit of delinquent accounts and mailing of bills;

ADDITIONAL FUNCTIONS

- Routinely backs up office computer data and safeguards back-ups off-premises;
- Orders office supplies, signs, uniforms, and similar items;
- Performs other duties as assigned.

EMPLOYMENT STANDARDS

Education and Experience

Graduation from high school and at least two (2) years' experience as a full-time secretary; at least one (1) year of extensive public contact experience.

Knowledge and Skills

Knowledge of modern office practices and procedures; skill in using standard office software for using word processing, spreadsheets and presentations; strong customer service skills; ability to administer projects and programs under general supervisor; ability to communicate effectively orally and in writing and to carry out oral and written instructions; ability to establish and maintain cooperative working relationships with co-workers and the public.

Physical Requirements

The duties of this position regularly require sitting, use of close and distant vision, use of arms and hands to reach and to operate a computer and other office equipment, hearing and speech to

communicate in person or over the telephone or radio, and mobility to move around the office and climb stairs to the office. The job occasionally requires stooping, kneeling, crouching, crawling and balancing. The employee must regularly lift and/or move up to 10 pounds and occasionally lift and/or move up to 35 pounds.

Some accommodation may be made for some of these physical demands for otherwise qualified individuals who require and request such accommodation.

Working Conditions

Work is performed in a standard office environment with sufficient lighting and with generally moderate levels of noise and activity.

Licenses and Certificates

Possession of a valid Nevada or California motor vehicle driver's license and a good driving record.

KINGSBURY GENERAL IMPROVEMENT DISTRICT
JOB DESCRIPTION
WATER TREATMENT/DISTRIBUTION OPERATOR

Under general supervision performs a variety of operating, maintenance and repair work on water system facilities and related equipment. Employees are assigned a wide variety of duties involving the operation and maintenance of the water storage, pumping and distribution, and chemical feed systems. Employees are expected to carry out operational and maintenance duties in accordance with applicable regulations, and stated procedures and directions. This position reports to the Operation's Superintendent.

PRIMARY FUNCTIONS

- Inspects and performs maintenance on water system related piping, machinery, equipment and controls.
- Takes and records readings of gauges, meters, and charts.
- Reads, repairs, and installs various types of water meters.
- Performs basic water chemistry tests and takes water samples.
- Calibrates laboratory and analytical equipment used for water quality monitoring and testing.
- Makes adjustments to chemical feed systems to ensure proper dose.
- Repairs, maintains and installs various types and sizes of valves, including clay valves, PRV's, butterfly valves, gate valves, globe valves, and check valves.
- Operates telemetry and microcomputer systems.
- Operates and maintains ozone generators and related components.
- Repairs and installs fire hydrants and main water lines.
- Performs backflow and cross-connection control inspections when properly certified.

ADDITIONAL FUNCTIONS

- Safely handles chemicals and chemical feed equipment systems for such chemicals as sodium hypochlorite, sodium bisulfate, hydrogen peroxide, chlorine and applicable laboratory including 75% nitric acid.
- Operates heavy equipment such as backhoes and dump trucks.
- Reads and interprets blue prints.
- Documents information in logbooks and on applicable forms.
- Performs plumbing, carpentry, welding and minor electrical repairs or trouble shooting.
- Performs heavy physical labor, which requires strength and agility.
- Responds to emergency situations during and after regular hours.
- Operates and maintains various types of tools and equipment such as: air compressor, jack hammer, portable pump, generator, welder, chain saw, cut-off saw, torch, power tools, pipe threaders, and compaction equipment.
- Performs limited construction inspection of contracted water projects.
- Assists in mapping the water distribution system.
- May be assigned to perform limited training and/or temporary supervisory duties.
- Performs other duties as assigned.

EMPLOYMENT STANDARDS

Education and Experience

Any combination of education and experience equivalent to completion of high school and two years experience in water, wastewater, plumbing or related fields.

Knowledge and Skills

Knowledge of methods and tools used in the maintenance and repair of water and wastewater systems; ability to follow oral and written instructions; to communicate clearly and concisely orally and in writing; to work independently under only general supervision, to keep records and prepare reports, to make emergency repairs and/or adjustments on equipment and controls, and to establish and maintain cooperative working relationships with co-workers and the public.

Physical Requirements

The duties of this job require regular use of hands and arms to finger, handle or feel and to use tools; talking and hearing to communicate; and taste and smell to detect airborne chemicals. The job requires frequent standing, walking, sitting, reaching with hands and arms, stooping, kneeling, and crouching. Vision abilities include close vision, distance vision, peripheral vision, depth perception and ability to adjust focus. The job occasionally requires climbing, crawling or balancing. The employee must regularly lift and/or move up to 50 pounds and occasionally lift and /or move up to 100 pounds.

Some accommodation may be made for some of these physical demands for otherwise qualified individuals who require and request such accommodation.

Working Conditions

While performing the duties of this job, the employee is frequently working outdoors in varied weather conditions and temperatures, is exposed to noise, fumes, dust and toxic chemicals, and is exposed to moving mechanical parts. The employee is occasionally required to work in confined spaces and is occasionally exposed to high, precarious places, risk of electrical shock and vibration. Noise level is usually moderate, but may be loud.

Other Requirements

Workers in this classification may be required to work long hours and different shifts. Must be available for stand-by, callbacks and rotating weekend duty.

Licenses and Certificates

Valid Nevada or California motor vehicle driver's license and good driving record. Grade 1 Water Treatment Certificate acceptable to the Nevada State Division Health and the ability to obtain the Grade I Water Distribution certification within eighteen months of employment date.

KINGSBURY GENERAL IMPROVEMENT DISTRICT
JOB DESCRIPTION
WATER TREATMENT/DISTRIBUTION OPERATOR, GRADE III

Under general supervision performs a variety of operating, maintenance and repair work on water system facilities and related equipment. Serves as the person in responsible charge of the water system in the absence of the Operations Superintendent. Employees are assigned a wide variety of duties involving the operation and maintenance of the water storage, pumping and distribution, and chemical feed systems. Employees are expected to carry out operational and maintenance duties in accordance with applicable regulations, and stated procedures and directions. This position reports to the Operations Superintendent.

PRIMARY FUNCTIONS

- Inspects and performs maintenance on water system related piping, machinery, equipment and controls.
- Takes and records readings of gauges, meters, and charts.
- Reads, repairs, and installs various types of water meters.
- Performs basic water chemistry tests and takes water samples.
- Calibrates laboratory and analytical equipment used for water quality monitoring and testing.
- Makes adjustments to chemical feed systems to ensure proper dose.
- Repairs, maintains and installs various types and sizes of valves, including clay valves, PRV's, butterfly valves, gate valves, globe valves, and check valves.
- Operates telemetry and microcomputer systems.
- Operates and maintains ozone generators and related components.
- Repairs and installs fire hydrants and main water lines.
- Performs backflow and cross-connection control inspections when properly certified.
- Serves as the responsible person in charge of the water treatment and distribution systems operations and maintenance in the absence of the Operations Superintendent in accordance with requirements of the Nevada Administrative Code.

ADDITIONAL FUNCTIONS

- Safely handles chemicals and chemical feed equipment systems for such chemicals as sodium hypochlorite, sodium bisulfate, hydrogen peroxide, chlorine and applicable laboratory chemicals including 75% nitric acid.
- Operates heavy equipment such as backhoes and dump trucks.
- Reads and interprets blue prints.
- Documents information in logbooks and on applicable forms.
- Performs plumbing, carpentry, welding and minor electrical repairs or trouble shooting.
- Performs heavy physical labor, which requires strength and agility.
- Responds to emergency situations during and after regular hours.
- Operates and maintains various types of tools and equipment such as: air compressor, jack hammer, portable pump, generator, welder, chain saw, cut-off saw, torch, power tools, pipe threaders, and compaction equipment.
- Performs limited construction inspection of contracted water projects.

- Assists in mapping the water distribution system.
- May be assigned to perform limited training and/or temporary supervisory duties.
- Performs other duties as assigned.

EMPLOYMENT STANDARDS

Education and Experience

Any combination of education and experience equivalent to completion of high school and three years experience in water system operations and maintenance.

Knowledge and Skills

Knowledge of methods and tools used in the maintenance and repair of water and wastewater systems; ability to follow oral and written instructions, to communicate clearly and concisely orally and in writing, to work independently under only general supervision, to keep records and prepare reports, to make emergency repairs and/or adjustments on equipment and controls, to be in responsible charge of water system operations and maintenance on an intermittent basis, and to establish and maintain cooperative relationships with co-workers and the public. Demonstrated ability to direct personnel in emergency and non-emergency situations.

Physical Requirements

The duties of this job require regular use of hands and arms to finger, handle or feel and to use tools; talking and hearing to communicate; and taste and smell to detect airborne chemicals. The job requires frequent standing, walking, sitting, reaching with hands and arms, stooping, kneeling, and crouching. Vision abilities include close vision, distance vision, peripheral vision, depth perception and ability to adjust focus. The job occasionally requires climbing, crawling or balancing. The employee must regularly lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds.

Some accommodation may be made for some of these physical demands for otherwise qualified individuals who require and request such accommodation.

Working Conditions

While performing the duties of this job, the employee is frequently working outdoors in varied weather conditions and temperatures, is exposed to noise, fumes, dust and toxic chemicals, and is exposed to moving mechanical parts. The employee is occasionally required to work in confined spaces and is occasionally exposed to high, precarious places, risk of electrical shock and vibration. Noise level is usually moderate, but may be loud.

Other Requirements

Workers in this classification may be required to work long hours and different shifts. Must be available for stand-by, callbacks and rotating weekend duty.

Licenses and Certificates

Grade III Water Treatment Certificate acceptable to the Nevada State Division Health and a Grade III Water Distribution Certification acceptable to the Nevada State Division of Health. Valid Nevada or California motor vehicle driver's license and good driving record.

KINGSBURY GENERAL IMPROVEMENT DISTRICT
JOB DESCRIPTION
STREET MAINTENANCE SPECIALIST

Under general supervision performs a wide variety of duties involving the maintenance of streets, drains, signs, vehicles, buildings, structures, grounds; performs limited water system-related tasks; and carries out duties in accordance with stated procedures and directions. This position reports to the Operation's Superintendent.

PRIMARY FUNCTIONS

- Participates in development of a written seasonal maintenance plan for streets and drainage systems;
- When assigned, serves as lead person for seasonal street maintenance workers, providing technical and functional oversight;
- Checks contracted snow removal operations as requested;
- Performs limited snow removal activities on streets;
- Inspects and maintains streets, signs and drainage systems, including performance of asphalt work;
- Reviews plans for street, drainage and erosion control improvements for practical effectiveness;
- Makes recommendations on street and drainage maintenance, repair and improvements;
- Performs limited construction inspection of contracted paving and erosion control projects;
- Handles customer concerns on streets, snow removal and drainage in the field with tact and judgment;

ADDITIONAL FUNCTIONS

- Operates and maintains equipment such as hand and power tools, air compressor, service trucks, steam cleaner, grinders, welders, torches, jack hammer, compaction equipment, sump pumps, cut-off saw and winch;
- Operates and maintains backhoes, dump trucks, Vactor truck, street sweeper, truck-mounted plow, roller and other heavy equipment;
- Maintains logs and written records as required;
- Performs minor mechanical repair and maintenance of vehicles;
- Sets manhole covers, grade rings and roadway valve box risers;
- Performs general housekeeping of buildings, pump stations, grounds and vehicles;
- Performs courier tasks such as pick-up or delivery of parts;
- Performs limited carpentry, painting and concrete work;
- Assists with water distribution system repairs;
- Performs traffic control, including flagging and setting up proper barricades and warning signs;
- Takes water meter readings when requested;
- Performs other duties as assigned.

EMPLOYMENT STANDARDS

Education and Experience

Education equivalent to completion of high school. At least one (1) year's experience operating heavy equipment including backhoe and dump truck, and cleaning, maintaining and repairing streets and storm drains.

Knowledge and Skills

Knowledge of the methods, tools, materials and equipment used in the maintenance and repair of streets, storm drains, and street signs; ability to follow oral and written instructions; ability to communicate clearly and concisely orally and in writing; physical strength and agility; ability to read and interpret construction plans; ability to work independently under only general supervision; ability to train others in tasks of limited complexity; experience in construction observation; ability to establish and maintain cooperative working relationships with co-workers and the public.

Physical Requirement

The duties of this job require regular use of hands and arms to finger, handle or feel and to use tools; talking and hearing to communicate; and taste and smell to detect airborne chemicals. The job requires frequent standing, walking, sitting, reaching with hands and arms, stooping, kneeling, and crouching. Vision abilities include close vision, distance vision, peripheral vision, depth perception and ability to adjust focus. The job occasionally requires climbing, crawling or balancing. The employee must regularly lift and/or move up to 50 pounds and occasionally lift and /or move up to 100 pounds.

Some accommodation may be made for some of these physical demands for otherwise qualified individuals who require and request such accommodation.

Working Conditions

While performing the duties of this job, the employee is frequently working outdoors in varied weather conditions and temperatures, is exposed to noise, fumes, dust and toxic chemicals, and is exposed to moving mechanical parts. The employee is occasionally required to work in confined spaces and is occasionally exposed to high, precarious places, risk of electrical shock and vibration. Noise level is usually moderate, but may be loud.

Other Requirements

Workers in this classification may be required to work long hours and different shifts. Must be available for call back and weekend work.

Licenses

Valid Nevada or California class A or B motor vehicle driver's license, including Tanker Endorsement, and a good driving record.

APPENDIX C

Rates of Pay

	<u>2013</u>	<u>2014</u>	<u>2015</u>
Bookkeeper	\$23.45/hr	\$23.92/hr	\$24.40/hr
Administrative Clerk/Secretary	\$18.79	\$19.17	\$19.55
Water Treatment/Distribution Operator	\$26.06	\$26.58	\$27.11
Water Treatment/Distribution Operator III	\$29.32	\$29.91	\$30.51
Street Maintenance Specialist	\$23.62	\$24.09	\$24.57
Operator in Training	\$18.19	\$18.55	\$18.92
Maintenance Technician I	\$18.78	\$19.16	\$19.54
Maintenance Technician II	\$20.66	\$21.07	\$21.49

During the first six (6) months of employment probationary employees shall be paid eighty percent (80%) of the appropriate rate. The next six (6) months of employment probationary employees shall be paid ninety percent (90%) of the appropriate rate. After one (1) year one hundred percent (100%) of the appropriate rate.

Fiscal years 13-14 & 15-16 are effective the first full pay period following July 1.

Fiscal years 14-15 is effective first full pay period including July 1.

APPENDIX D

